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Albany, County Of And Csea Local
1000 (Albany County Non-Security
Personnel Unit)

CO
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AGREEMENT

by and between the

COUNTY OF ALBANY

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Albany County Non-Security Personnel Unit
Albany County Local 801

EMPLOYMENT RELATIONS BOARD
RECEIVED

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January 1, 2002 - December 31, 2005

NEGOTIATION

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE	1
BILL OF RIGHTS.....	2
I RECOGNITION.....	3
II UNION SECURITY	3
III MANAGEMENT RIGHTS.....	5
IV JOINT LABOR RELATIONS COMMITTEE.....	6
V GRIEVANCE AND ARBITRATION	6
VI DISCIPLINE	8
VII PERSONNEL RECORDS	10
VIII SENIORITY.....	10
IX WORK HOURS AND SCHEDULES	13
X OVERTIME	14
XI WORK FORCE CHANGES.....	15
XII CLASSIFICATION AND JOB TITLES.....	18
XIII SALARIES.....	18
XIV SPECIAL EMOLUMENTS	19
XV HOLIDAYS	19
XVI VACATIONS.....	20
XVII PERSONAL LEAVE	22
XVIII SICK LEAVE.....	23
XIX WORKER'S COMPENSATION	26
XX PAID LEAVES OF ABSENCE.....	30
XXI HEALTH INSURANCE	31
XXII RETIREMENT PLAN	35
XXIII IN-SERVICE CONNECTED DISABILITY AND DEATH	35
XXIV UNEMPLOYMENT COMPENSATION.....	35
XXV CONTINUING EDUCATION PROGRAM.....	35
XXVI GENERAL PROVISIONS.....	36
XXVII NO STRIKES OR LOCKOUTS	44
XXVIII PRESERVATION OF BENEFITS	44
XXIX SAVINGS CLAUSE.....	44
XXX PRINTING AND DISTRIBUTION OF AGREEMENT	45
XXXI REOPENED NEGOTIATIONS.....	45
XXXII STATUTORY PROVISIONS.....	45
XXXIII TOTAL AGREEMENT	46
XXXIV LENGTH OF AGREEMENT	46
XXXV EMPLOYEE EVALUATIONS	47
XXXVI DUE PROCESS HEARING	47
XXXVII FAMILY AND MEDICAL LEAVE OF ABSENCE.....	47

Appendix A Salary Schedules

PREAMBLE

This **Agreement** _____

entered into by the Sheriff and County of Albany, New York hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., Local 1000, American Federation State, County and Municipal Employees, AFL-CIO, for the Albany County Sheriff's Department, Non-Security Personnel Unit of the Albany County Local, 801, hereinafter referred to as the Union,

has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other means the Sheriff of Albany County unless the context (principally financial matter) indicates the need for application the authority of the Albany County Legislature.

BILL OF RIGHTS

To insure the individual rights of employees in the unit represented by the Union are not violated, the following shall represent the Employees' Bill of Rights:

- a. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.
- b. An employee shall be entitled to Union representation at each stage of a disciplinary proceeding instituted pursuant to Article VI of this Agreement.
- c. No employee shall be requested to sign a statement of an admission of guilt to be used in a disciplinary proceeding under Article VI without first having an opportunity to have a Union representative present.
- d. No recording devices of any kind shall be used during any disciplinary proceedings except as provided for in Article VI, unless agreed to by all parties and each party receives a copy of the tape.
- e. In all disciplinary hearing proceedings under Article VI, the burden of proof shall rest with the Employer.
- f. No employee shall be required to operate any vehicle or equipment that is found to be unsafe. The responsibility of maintaining vehicles and equipment in safe working conditions shall be the Employers. In the event that there is a dispute as to the safety of a vehicle, the said vehicle, within three (3) days, will be inspected by a mechanic employed by the County of Albany who shall determine the issue.
- g. The Employer agrees not to interfere with the rights of the employees to become members of the Union and that there will be no discrimination, interference, restraint, or coercion practiced by the Employer or any Employer representative against any employee because of his Union membership, because of such employee's activity in any official capacity on behalf of the Union, or other lawful activities.

ARTICLE I □ RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of those employees in the Albany County Sheriff's Department for the purpose of collective negotiations concerning salaries, wages, hours of work and other terms and conditions of employment for the maximum period allowed by law on a continuing basis. For the purpose of this Agreement, "employee" or the "employees" are those employees in titles in accordance with the Public Employment Relations Board certification dated April 13, 1978, filed by the parties with the Public Employment Relations Board in Case C-1589, or such other titles as determined by the Public Employment Relations Board from time to time as being appropriated for the Unit. The said Unit includes:

All full-time clerks, clerk stenographers, maintenance personnel, nurses, correction counselor, cooks, bakers, storeroom supplier, clerk typist I, account clerk I, cashier, switchboard operator, chauffeur, food service helper and data transcribing machine operator at the Jail and Voorheesville, 911 Telecommunicators (dispatchers), Senior Telecommunicators/ Telecommunicators Supervisors, Matrons and Clinical Assistant. Librarian (Equal to Auto Bldg/Maint Mech.) Inmate Service Specialist (Equal to RN's) Account Clerk II, User Specialist Clerk (equal to Clerk I), Certified Alcohol and Substance Abuse Counselor (CASAC). Note: Existing employee in the above listed titles shall carry their seniority within the Sheriff's Department into the agreement for all appropriate provisions (i.e. vacation time, salary steps, etc.)

Excludes: All other personnel at Sheriff's Office at the Court House.

ARTICLE II □ UNION SECURITY

SECTION 1. Checkoff: The Employer further agrees to grant exclusive rights of dues deduction to the Union and will deduct Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union and the aggregate deductions together with a list of employees from whom deductions were made shall be remitted forthwith to the Union.

Agency Shop: The Employer agrees to comply with the NYS Civil Service Law, as amended, in regard to agency shop deductions.

SECTION 2. Insurance: The Employer further agrees to grant to the Union exclusive payroll deduction of premiums for employee organization sponsored insurance.

SECTION 3. The aggregate totals of all Union dues deductions and the aggregate totals of all insurance deductions shall be remitted separately each month together with a list of names of those employees from whom such deductions have been made to:

<i>Union Dues:</i>	<i>CSEA Local #1000, AFSCME</i>
	<i>143 Washington Avenue</i>
	<i>Albany, NY 12210</i>
<i>Insurance Premiums:</i>	<i>As per card designation</i>

Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer. Implementations of any such change shall be accomplished by the end of the following month.

SECTION 4. Indemnification Clause: CSEA will indemnify and save the County of Albany harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken or not taken by the Employer in reliance upon agency fee deductions or dues deduction authorization cards furnished by an employee and/or the Association.

SECTION 5. Notification of New Employees: The Employer agrees to submit to the local Union every three (3) months a list of any new employees hired within the Union or the department or activity in which they are working or will work, their home addresses, and the status of their employment as to whether they are temporary, seasonal, federally funded, or permanent.

SECTION 6. Access to Premises: The Employer agrees to permit stewards and officers of the Local Union, on an exclusive basis, to enter the premises of the Employer at any time for the purpose of communication with the other officers and stewards of the Union, provided such discussions do not interfere with the performance of duties assigned to the employees. Such representative must give prior notification to the officer in charge or his/her designee and have prior approval. Such prior approval shall not be unreasonably denied.

SECTION 7. Bulletin Boards: The Employer agrees to provide reasonable bulletin board space for the exclusive use of the Union to post notices and other Union information at locations agreed to.

SECTION 8. Union Business Leave: The Employer agrees to permit members of the Union who are elected or designated to attend any convention or seminars, to attend such functions without loss of time or pay, provided that a request for such leave is made by the Union or their bureau head no less than five (5) work days prior to the date that the function is scheduled. Such time shall be limited to twenty (20) man days per year for Union business other than negotiations.

SECTION 9. Union Stewards: Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as stewards and the names of their Union officers and representatives who may also represent employees shall be certified in writing to the Employer by the local Union. Such Union stewards and authorized Union officers shall have the right to investigate and process grievances during their regular working hours without loss of time or pay; however, such employees must notify their immediate supervisor, secure permission prior to leaving their work assignments. Such permission will not be unreasonably denied.

ARTICLE III □ MANAGEMENT RIGHTS

- SECTION 1. 1.** The Union recognizes the Employer's legal responsibility and sole prerogative to manage its business and except as expressly limited by this Agreement to direct, hire, assign, transfer, promote, lay off and for just cause, discipline or discharge its employees.
2. The employees covered by this Agreement shall conform to all department rules, when made known to the employees and the Union, which do not conflict with the provisions of this Agreement.
 3. The department maintains the right to determine the size of the work force, allocate and assign work.
 4. The department retains the right to institute new or improved operating methods or facilities. Any reduction of the work force brought about by the institution of such operating methods or facilities will be made through attrition if possible.
 5. The department reserves the right to change work schedules if they so decide on twenty-four (24) hours notice to the employees affected except in an emergency.
 6. The department reserves the right to select and assign new employees.
 7. A new employee shall work under the provisions of the Agreement, but shall be employed only on a six (6) month trial basis, during which period he/she

may be discharged by the Employer without cause or recourse to the grievance procedure.

8. Except as expressly limited by other provisions of the Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

ARTICLE IV □ JOINT LABOR RELATIONS COMMITTEE

A Joint Labor Relations Committee is established to facilitate communications and understanding the parties on a continuing basis. Each party shall designate not more than five (5) persons for each meeting of the Committee.

The Committee shall meet at the request of either party and such request shall contain a listing of subjects which will be the subject matter of the Committee meeting and a proposed time and place for such meeting. Staffing and safe working conditions, among other subjects are appropriate subjects for such meetings.

It is intended that the number and length of Committee meetings will not be a substantial time burden and that they will not be an extension of or substitute for the formal grievance procedure or collective bargaining. It is also intended that the subject matter of such meetings may be such that there will be fewer issues to consider in the grievance procedure and bargaining.

The parties emphasize their purpose of facilitating communications and understanding and pledge to participate in good faith in the meetings of the Joint Labor Relations Committee.

ARTICLE V □ GRIEVANCE AND ARBITRATION

SECTION 1. Definition

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment, arising out of this Agreement or existing law, rule, procedure, regulation, administrative order or work rule of the County.

The parties mutually may agree to waive any of the time limits set forth below.

SECTION 2. Procedure

Step One—Initiation

The County, employees and Association are encouraged to resolve problems informally prior to the filing of a formal grievance.

- 2.1 If an individual employee or the Association believes that there has been a grievance, the Association may file a formal complaint on behalf of the aggrieved employee or employees. The grievance shall specify the nature of the grievance, including the section of the Agreement that was allegedly violated.
- 2.2 The grievance must be submitted, in writing, to the Superintendent or designee within fifteen (15) calendar days from knowledge of the occurrence, or when the individual or Association should have had knowledge. Failure to submit the grievance within said fifteen (15) calendar days shall make the grievance ineligible for appeal under this Article or any other procedure.
- 2.3 Within fifteen (15) calendar days after receiving the grievance, the Superintendent or designee, shall meet with the aggrieved employee(s) and the designated representative of the Association. Within one (1) calendar week after said meeting, the Superintendent shall issue a written response to the grievance. Said response shall be given to the President of the Unit.

Step Two—Appeal

- 2.4 In the event the Association is not satisfied with the Superintendent's response or no response is received, it may, within ten (10) calendar days refer the grievance to the Sheriff.
- 2.5 The Sheriff has fourteen (14) calendar days to issue a written statement of his/her position with respect to the grievance. This statement shall be transmitted to the President of the Unit.

Step Three—Appeal

- 2.6 In the event the Association is not satisfied with the Sheriff's response or no response is received, it may within fifteen (15) calendar days after receiving the response or if no response is received, refer the grievance to the Commissioner of Human Resources or his/her designee.
- 2.7 The Commissioner of Human Resources or his/her designee shall hold a hearing within thirty (30) calendar days of receipt of the grievance. A written decision shall be given to the Association no later than fifteen (15) calendar days following said hearing.

Step Four—Arbitration

- 2.8 If the Association is not satisfied with the response to the grievance at Step Three, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations unless the parties develop a mutually agreed upon panel of neutrals and attendant

procedures. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step Three response or when the Step Three response should have been received. Failure to file the demand within said time period makes the grievance ineligible for arbitration or any other appeal and the case will be deemed closed.

2.9 All decisions rendered in such arbitration shall be final and binding upon both parties. No arbitrator functioning under the procedures set forth in this Agreement shall have any power to amend, modify or delete any provisions of this Agreement.

2.10 The full cost for the services of the arbitration shall be split by the parties.

SECTION 3. Leave for Investigating Grievances

Only the President of the Unit, or his designee and the Grievant, shall be allowed release time, without loss of pay or leave credits for the purpose of investigating and/or presenting grievances.

SECTION 4. If an arbitration hearing is canceled or postponed within the penalty period provided by the arbitrator, then the party requesting such cancellation or postponement shall be obligated to pay cancellation fee of the arbitrator.

ARTICLE VI □ DISCIPLINE

SECTION 1.

General Provisions: It is understood and agreed that no employee shall be removed or otherwise subjected to any disciplinary penalty except for incompetence or misconduct. Where the Sheriff or his designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay or dismissal from service, notice of such discipline shall be made in writing and served in person or by registered or certified mail upon the employee. The employee shall be provided with two (2) copies of any notice of discipline being served upon him/her. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including references to dates, time and places.

- a. An employee shall not be disciplined for acts, known to the Employer, except those which would constitute a crime, which occurred more than six (6) months prior to the service of the Notice of Discipline. The employee's whole record of employment,

however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

SECTION 2. Counseling: Any conversation or communication between the employee and the immediate supervisor, in an effort to address certain, specific employee conduct, behavior and/or job performance. "Counseling" is intended to be positive, non-punitive means of modifying inappropriate behavior. Counseling is NOT discipline. It is constructive criticism. During a counseling session, there is no inherent right to union representation.

The general sequence of action is as follows:

A. Oral Counseling

An oral counseling session consists of definitively informing the employee that a performance or behavior problem exists and that failure to correct the problem can result in further counseling and possible disciplinary action. When oral counseling proves ineffective, or when a single, more serious event occurs, written counseling can take place immediately.

B. Written Counseling (Warning)

A written counseling memorandum is clear evidence that the supervisor has attempted to employ corrective procedures. The counseling memorandum is formal, written confirmation of a counseling session. As such it review the elements of the oral counseling session, i.e., identification of the problem, the proper conduct expected, the employee's response to the situation and an explanation of the consequences. The memorandum is to be completed within five (5) working days after receipt of the written memorandum. One copy of the counseling memorandum and written responses are placed in the employee's personnel file.

SECTION 3. Grievance Procedures: Upon being served the employee may discuss the notice with his/her supervisor and or the officer in charge of the facility. However, in the event a notice, as provided for in SECTION 1 of this Article, is served on an employee, he/she shall have ten (10) days to file a grievance protesting the action of the Sheriff. The Sheriff or his designee may hold a meeting to discuss the merits of the grievance with the employee and his/her Union representative and his/her own attorney, if he/she chooses to retain his/her own attorney to represent him/her but, in any event, the Sheriff or his designee may respond within ten (10) days of the receipt of a grievance or of the meeting if held.

SECTION 4. Disciplinary Arbitration: If the Grievance is not resolved at the Sheriff's level, then the Union shall have the right to proceed to step three and Step four if necessary, as provided for in Article V, Section 2.6 of this Agreement.

SECTION 5. Exclusive Right to Review: The Procedure under this article shall be the sole and exclusive procedure with respect to disciplinary actions and replace Section 75 and 76 of the New York State Civil Service Law.

SECTION 6. Right to Response: In the event the Employer fails to respond at any stage in the manner set forth above, then the grievance may proceed to the next step.

ARTICLE VII □ PERSONNEL RECORDS

SECTION 1. All employees, upon request shall be given a reasonable opportunity to review their official personnel file maintained by the Sheriff's Department and/or the Personnel Department of the County. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of actions which have taken place during their employment with the County of Albany. Upon review of their file, employees may request and shall be provided with copies of all documents and notations which they have not previously been given.

SECTION 2. No letter of criticism, poor evaluation, reprimand, or any other document which could affect an employee's job may be placed in an employee's official personnel file without the employee first having an opportunity to review such documents. Should an employee, upon review of such action, disagree with all or part of any such document, he/she have the right, within three (3) days of his/her review, to place in the file in writing, his/her comments thereon which shall become an official part of the file.

ARTICLE VIII □ SENIORITY

SECTION 1. Definition of Seniority: For the purpose of this Article, seniority shall be defined as the length of an employee's uninterrupted service within the bargaining unit, including sick leave, military leave not to exceed four (4) years, reinstatement within one (1) year of resignation and other approved leaves of absence which do not exceed one (1) year and Worker's Compensation Leave.

Commencing the date this contract is signed, and thereafter on a calendar year basis, unauthorized leaves of absence shall be considered an interruption in service according to the following schedule:

1. The Employer shall serve the employee with a letter of consultation upon the first incident of unauthorized leave during the calendar year.
2. Upon the occurrence of the second unauthorized leave during the calendar year, the Employer, shall serve upon the employee a second letter of consultation.
3. Upon the occurrence of the third unauthorized leave of absence during the calendar year, and for each occurrence thereafter during the calendar year, the Employer shall retroactively adjust the employee's record date of employment for all unauthorized absences for that calendar year for the purpose of determining the employee's seniority in the department, entitlement to salary increments or steps, vacation, personal leave and any and all other benefits, terms and conditions of employment determined by the employee's record date of employment. Nothing contained in this section shall limit the Employer's right to take any other disciplinary action consistent with this Agreement.

During the probationary period, the Sheriff or his designee will make every effort to notify the probationary employee of any deficiencies which if not corrected could cause termination.

Effect of Resignation. When an employee resigns from the Department and is later rehired or reinstated within one (1) year of such resignation, said employee's seniority date will be adjusted accordingly. The total number of days resigned or off the payroll will be deducted from the employee's original date of employment and a new date of employment will be calculated. For example:

Original date of employment:	April 15, 1990
Date of resignation:	May 15, 1991
Date of rehire:	September 15, 1991
New date of employment (anniversary date):	August 15, 1990

SECTION 2. Seniority shall be the basis by which employees select pass days and vacations. This shall not apply where a rotational system is in effect.

SECTION 3.

- A. An employee in the competitive, noncompetitive or labor classes shall be on probation for a period of twenty-six (26) weeks from the date of appointment.

- B. Probationary, Provisional, Temporary and Seasonal Classifications:** An employee in a competitive civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis and who has no retreat rights to another permanent position shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the Association have the right to appeal such action on the employee's behalf.
- C. Noncompetitive and Labor Classifications:** An employee in a noncompetitive or labor civil service classification who has completed the probationary period shall be entitled to appeal disciplinary action in accordance with the Disciplinary Article. An employee in a noncompetitive or labor civil service classification who is on probation or who has been appointed to a position on a provisional, temporary, seasonal, emergency or training basis and who has no retreat rights to another permanent position shall not be entitled to appeal any disciplinary action taken against said employee, nor shall the Association have the right to appeal such action on the employee's behalf.

SECTION 4. The Employer shall have the right to make any job or shift assignment or transfer necessary to maintain the services of the Sheriff's Department. However, job assignments and shift selections and transfers shall be by seniority provided the employee has the ability to properly perform the work involved.

SECTION 5. All permanent job assignments and shift vacancies shall be posted for thirty (30) days during which employees may bid. Permanent job assignments and shift vacancies shall be awarded in conformance with Section 4, within five (5) days at end of the posting period.

SECTION 6. Temporary jobs shall be assignments not to exceed thirty (30) days duration. Should a job assignment exceed thirty (30) days then such job shall be considered permanent and must be posted in accordance with Section 5.

SECTION 7. No employee shall be employed under any title not appropriate to the duties to be performed and, except upon assignment by proper authority during the continuance of a temporary emergency situation, no person shall be assigned to perform the duties of any position unless he/she has been duly appointed, promoted, transferred or reinstated to such position in accordance with the provisions of Civil Service Law, Rules and Regulations. (When implemented).

SECTION 8. Grievance under this Article shall be processed up to the Sheriff's level but not arbitration.

SECTION 9. The Employer agrees to furnish the Union with an up-to-date seniority list showing the continuous service of each permanent employee on April 1, and October 1, of each year. The seniority list will show the names of such employees, their job classification, and their last date of hire.

SECTION 10. An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid approved leave of absence, except as may otherwise be limited elsewhere in this Agreement.

ARTICLE IX □ WORK HOURS AND SCHEDULES

SECTION 1. Regular Work Hours: The regular hours of work each day shall be eight (8) consecutive hours, which shall include a half ($\frac{1}{2}$) hour paid break. The parties further agree that any employee who is eight (8) or more minutes tardy per one quarter ($\frac{1}{4}$) hour after their scheduled starting time or who leaves work eight (8) or more minutes per quarter ($\frac{1}{4}$) hour prior to the completion of the normal work day will be docked the equivalent of ($\frac{1}{4}$) hours pay per quarter hour. Telecommunicators, Seniors and Supervisors, Nurses and Maintenance Staff shall be required to report to work fifteen (15) minutes before the start of their shift for lineup.

The County agrees that no employee shall be required to work more than 16 hours straight, except those employees required to line up shall not be required to work more than 16.25 hours consecutively (except in emergency situations).

SECTION 2. Work schedules shall be posted and employees shall work according to schedule unless notified twenty-four (24) hours in advance of a work schedule change except in cases of unforeseen circumstances.

SECTION 3. Work Week and Work Shift: The regular workweek shall consist of five (5) consecutive days on and two (2) consecutive days off.

SECTION 4. Substitution: The practice of substitution where one employee voluntarily works for another shall be permitted provided that such substitution does not impose additional cost to the Department, is within rank only, the supervising officer under whose jurisdiction the substitution will occur is notified in advance, and the request is approved by the Sheriff or his designee for this purpose. Neither the Employer

nor the Department shall be held responsible for enforcing any agreement made between employees.

SECTION 5. Notwithstanding the provisions of this section in any instance where less than fifty percent (50%) of the permanent work complement of a shift in the (911) Telecommunications division is filled with employees with less than two (2) years of seniority, the employer may restrict the right of employees on that shift to bid on other jobs and shift vacancies until the effected shift obtains a permanent work complement with fifty (50%) of the employees having at least two (2) years of seniority.

ARTICLE X □ OVERTIME

SECTION 1. Overtime work shall be equally distributed among employees who normally perform such work. Each employee shall be selected according to his/her place on the seniority list. An overtime roster shall be kept listing the overtime worked by each employee.

SECTION 2. An employee requesting to be skipped when it comes his/her time to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.

SECTION 3. In the event no employee wishes to perform the required overtime work, the Employer shall by inverse order of seniority, on a rotational basis assign the necessary employees required to perform the work in question.

SECTION 4. All hours worked in excess of forty (40) hours in a week shall be paid for at one and one-half (1½) the employee's regular rate of pay.

However, employees wishing to receive compensatory time in lieu of overtime shall be allowed to accumulate up to a maximum of forty (40) hours compensatory time during any calendar year in which it is earned. Earned compensatory time may be used, with prior approval, during the year. Unused compensatory time up to the forty (40) hours maximum must be cashed out during the first pay period of December of each year.

Compensatory time may be used only under the following conditions:

- 1. All approvals are contingent upon manpower**
- 2. Will not create any overtime cost or undue hardship on the County**
- 3. Can not be used in less than 4 hour increments**

SECTION 5. All in-serve training programs conducted before or after an employee's regular shift shall be paid for at the employee's regular rate of pay but shall be computed for the purpose of determining the employee's forty (40) hour work week.

SECTION 6. Time during which an employee is excused from work because of vacation, holidays or other authorized compensatory time off shall be considered as time worked for the purpose of computing overtime.

SECTION 7. No employee shall be required to work overtime unless such overtime is authorized by proper authority.

SECTION 8. Employees who are required to appear in court or before a body having the right to require appearance of such employees shall be paid at the regular rate of pay but such time spent shall be used to compute the employee's forty (40) hour work week. In the event the employee is required to appear in Court or before a body to any private legal action which is not job related or in any union or contract related matter, the provision of this paragraph shall not apply.

SECTION 9. An employee who is recalled to work unscheduled overtime after having completed his/her scheduled shift and left his/her scheduled work station or facility shall be guaranteed a minimum of four (4) hours pay. Such (4) hours shall be used to compute an employee's forty (40) hour workweek.

SECTION 10. No employee will be required to be on standby without compensation. However, this shall not apply to employees involved in investigations.

ARTICLE XI □ WORK FORCE CHANGES

SECTION 1. Training Assignments: For the purpose of this Agreement, employees selected to participate in any training program, whether or not such training program takes them away from their regular job assignment, shall be considered to be on the job assignment.

SECTION 2. Promotions and the filling of vacancies will be effected under Civil Service Law, Rules and Regulations. (When implemented).

SECTION 3. Lay-off and Notification

A. Notice

1. A "layoff" is defined as an adjustment or a reduction in the workforce due to program changes or curtailment or a general decrease in operations.

2. The County will give sixty (60) calendar days formal notice prior to the institution of a layoff to the Unit President and will meet with the Union within ten (10) calendar days thereafter to discuss issues.
3. Individual employees will be given at least two (2) weeks notice prior to actually being laid off.

B. **Competitive Class:** In the event of any layoff and/or recall of competitive class employees, the County will follow the Civil Service Law. Additionally, if a competitive class employee held a noncompetitive or labor class job immediately prior to his/her taking a competitive class position, (s)he can retreat to such noncompetitive or labor class position subject to the procedures outlined in Section C below.

C. **Labor and Noncompetitive Class**

1. In the case of layoffs, reduction of force and/or reemployment of labor or noncompetitive class employees, the County shall proceed strictly by seniority in the affected job titles.
2. For the purposes of this provision, seniority shall be defined as the length of continuous service from the first date of employment within the County with no breaks in service of more than twelve (12) months. Only time on full-pay status or an approved paid leave shall count towards seniority.
3. Seniority dates based on veteran's status are as follows:
 - a. **Non-Disabled Veterans:** the date of original permanent appointment is thirty (30) months earlier than the actual date.
 - b. **Disabled Veterans:** the date of original permanent appointment is sixty (60) months earlier than the actual date. This also applies to head of household spouses of disabled veterans with 100% service-connected disability.
 - c. **Definition of Veteran's Status**
 1. **Veteran:** an individual afforded status as a veteran must have served in the armed forces in time of war as defined in Section 85 of the Civil Service Law and received an honorable discharge or release under honorable circumstances.
 2. **Disabled Veteran:** to qualify as a disabled veteran an individual in addition to Section (c)(1) above, must be

certified by the Veterans' Administration as entitled to receive disability payments for the disability incurred in time of war.

- D. Layoffs will be made on a Department basis, not according to the subdivisions within the Departments.
- E. The employee in the job title where the reduction is to take place who has the least seniority shall be removed from the job first.
- F. If that employee has worked in another job title, (s)he shall have the right to transfer back into such classification provided (s)he has more seniority and has held that prior job title on a permanent basis immediately prior to the job title from which the employee is being laid off.
- G. Where employees have the same seniority date as outlined in paragraph 3.2 above, the "tie breaker" shall be the third letter of the last name.
- H. **Preferred Lists and Recall**
 - 1. All names of laid off employees shall be placed on a preferred list for a period of up to four (4) years. Such employees shall be recalled in the order of their seniority for the position for which such employee was laid off.
 - 2. Notification shall be in writing by personal service or by certified mail to the employee's last known address and a copy of such notification shall be forwarded to the Union.
 - 3. The employee is not required to serve a probationary period upon reinstatement from a preferred list unless such employee was serving a probationary period at the time of the layoff.
 - 4. Any employee who refuses a recall from the preferred list will have his/her name removed from such list.

SECTION 4. Consolidation and Elimination of Facilities: It is understood and agreed that the Employer prior to implementing a change that will have an impact on the overall operations of the Sheriff's Department will notify the Union in writing of such pending decision at least one (1) month in advance of the date that such action is proposed to take place. It is also agreed that no action to implement any such proposed changes will take place until the parties have had a reasonable time to review together the impact such proposed changes will have on employees in the bargaining unit and on the community at large. Either party shall meet at the request

of the other party for the purpose of discussing the matter and for the consideration of alternative measures.

SECTION 5. Transfers and Reassignments: Employees who desire to transfer to other units within the Sheriff's Department, or other work assignments in the same classification, must submit a written request for such transfer or reassignment to the Sheriff.

ARTICLE XII □ CLASSIFICATION AND JOB TITLES

SECTION 1. Within thirty (30) calendar days of the execution of the Agreement, the Employer shall provide to the Union a complete list of all job titles and job classifications together with their appropriate specifications.

SECTION 2. It is the intention of the parties that the basic structure of each job title and classification finally adopted in such implementation will be adhered to by the Department; however, which it is understood that the maintenance of the job classifications and specification for such jobs in the function and responsibility of the Employer, under no circumstances may any new job classification be later added to the list of job titles within the bargaining unit, or changes be made in the specification for any existing position, until such changes have been discussed with the Union.

ARTICLE XIII □ SALARIES

This article shall only apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have separated from service due to retirement or disability. (Total Contract)

Effective the signing of the Agreement:

- a) Effective 1/1/02 increase salary schedule and salaries of bargaining unit member by 3%.
- b) Effective 1/1/03 increase salary schedule and salaries of bargaining unit member by 4%.
- c) Effective 1/1/04 increase salary schedule and salaries of bargaining unit member by 4%.
- d) Effective 1/1/05 increase salary schedule and salaries of bargaining unit member by 4%.

The County agrees to incorporate Telecommunicator into salary schedule comparable to Corrections Counselor. Also include the Matrons comparable to Clerk I (etc.). Additionally, the following will be added to the salary schedule.

1998*	SENIOR TELECOMMUNICATOR	TELECOMMUNICATOR SUPERVISOR	CLINICAL ASSISTANT
BASE	\$23,382	\$27,315	\$23,170
Step 1	24,114	28,046	23,880
Step 2	24,826	28,759	24,594
Step 3	25,583	29,516	25,304
Step 4	26,318	30,250	26,014
Step 5	28,817	32,749	28,264
Step 6	29,663	33,600	29,086

**3% increase for 1998 already included.*

Appendix: Eligibility for salary steps shall be determined by the employee's length of uninterrupted service with the bargaining unit of the Albany County Sheriff's Department regardless of title or Civil Service status. Salary step and movement between steps shall be based on the employee's Anniversary date within the bargaining unit and paid on the last pay period of the anniversary month.

All employees hired on or after January 1, 1997, shall have their pay lagged by one (1) pay period, effective upon signing of this Agreement.

ARTICLE XIV □ SPECIAL EMOLUMENTS

SECTION 1. Travel Allowances: All employees who are required to travel to other County areas in the performance of their official duties shall be reimbursed for all hotel lodging, meals and other incidental expenses incurred that is related to such trip, at rates provided by Albany County Rules and Regulations. Prior approval must be obtained before trips out of County are taken.

SECTION 2. Effective January 1, 1995, the County agrees to provide a mileage allowance equal to the current I.R.S. approved rate for any member of the bargaining unit who uses his/her personal vehicle for approved County business. Alternative modes of public transportation may be used and fully reimbursed upon the approval of the Sheriff or his designee. The employee must file required monthly forms and these forms must be filed within 30 days after the last day of the month of the expense period. Payments will be made within 45 days after submitting.

ARTICLE XV □ HOLIDAYS

SECTION 1.

- A. Recognized and Observed Holidays:** The following twelve (12) days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. January 1, 1995 Modification:** These holidays are only available to those employees in Food Service and Medical. Effective January 1, 1995 for all other unit employees, "Lincoln's Birthday" and "Washington's Birthday" shall be deleted and in their place substituted "President's Day." In addition, an employee may take a floating holiday during each calendar year provided the employee is on the payroll on February 12th of the calendar year and the employee receives prior approval from the employee's supervisor. Such approval shall not be unreasonably withheld.

SECTION 2. An employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after the holiday to receive compensation for the holiday unless he/she was absent because of illness, vacation, personal leave, or any other absence approved by the Employer.

SECTION 3. Employees who are regularly scheduled to work five (5) days on and two (2) days off and are scheduled to work on a holiday shall receive time and one-half and holiday pay. There shall be no pyramiding of overtime rates.

SECTION 4. Employees who are on vacation, or sick leave will receive another day off, in lieu of the holiday, to be taken at a date to be selected by the employee with approval. Employees who normally would have been scheduled to work on the holiday, but who have been granted the day off to observe the holiday, will receive only their regular pay for the day.

ARTICLE XVI[□] VACATIONS

SECTION 1. Vacations Allowance and Eligibility

1. Vacation credits will be earned each year for use in the following calendar year (January 1 through December 31). All employees covered by this Agreement shall earn their vacation periods as follows:
 - a. A new employee will earn vacation credits at .83 days per month the first twelve (12) months of employment, for a total of ten (10) days.
 - b. Starting on the anniversary date of the beginning of an employee's second year he/she will earn vacation credits at 1.25 days per month for a total of fifteen (15) days per year.
 - c. Starting on the anniversary date of the beginning of an employee's 7th year he/she will earn vacation credits at 1.41 days per month, for a total of seventeen (17) days per year.
 - d. Starting on the anniversary date of the beginning of an employee's 10th year he/she will earn vacation credits at the rate of 1.66 days per month for a total of twenty (20) days per year.
 - e. Starting on the anniversary date of the beginning of an employee's 20th year he/she will earn vacation credits at the rate of 2.083 days per month for a total of twenty-five (25) days per year.
2. Vacation credits may be accumulated up to a maximum of sixty five (65) days, however, accumulated vacation days may not be used to displace a less senior member in rank on any vacation scheduled until all members have exercised their seniority rights in scheduling vacation days earned in the previous vacation year.

SECTION 2. Choice of Vacation Period

1. An employee will be granted the amount of his/her vacation credits accumulated upon completion of the necessary continuous service time set forth in schedule appearing in Section 1 above, except that if circumstances make it necessary for the Employer to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation periods in the event of conflict. Request for changes in vacation requests beyond the scheduling limits established by the department may be approved at the discretion of the Sheriff.
 - a. Vacation leave may be taken in one-half (1/2) day increments with the following restrictions:
 1. Leave must be approved
 2. May not be used on initial vacation selections

3. Will not create any overtime cost or undue hardship on the County
 4. All approvals are considered contingent upon manpower
2. Vacation will be assigned within each operating unit as set forth in Sections 1 and 2. From June through September and weeks embracing Christmas, New Years and Easter will be prime time and seniority shall apply to a maximum of ten (10) days. Vacation requests shall be distributed by November 1, returned by December 1 and vacation schedules posted by January 1.
 3. All paid leave including sick leave, personal leave, and other leaves of absence where employees receive full pay, shall be considered as time worked in determining vacation credits entitlement. Leaves of absence without pay shall be counted for vacation credit purposes.
 4. Vacation pay shall be calculated as the employee's regular pay in effect for the position the employee holds at the time he/she takes his/her vacation.

SECTION 3. Transfers Rights and Separation

1. If an employee is transferred to another County Department outside of the jurisdiction of this bargaining unit, all vacation credits the employee may have accumulated under the provisions of this Agreement shall be transferred with him/her to his/her new job, to the maximum permitted for that job. Any difference will be paid in cash.
2. An employee who resigns, retires or is laid off prior to taking his/her vacation shall be compensated in cash for all of his/her accumulated vacation credits, except that in the case of resignation, the appointing authority requests as a condition for such payment that written notice of such resignation be given to the appointing authority at least two (2) weeks prior to the effective date of the resignation or the last day of work whichever comes first. However, upon request and at the discretion of the Sheriff, the requirements of this paragraph may be waived. In the event of the death of an employee, the employee's estate will receive full payment for all such deceased employee's unused vacation credits.

ARTICLE XVII □ PERSONAL LEAVE

1. Personal leave is leave with pay for personal business including religious observance without charge against any other accumulated leave credits. All

employees shall be credited with five (5) personal leave of absence days during each calendar year on January 1. Personal leave may be taken in one-half day increments. Personal leave may not be accumulated. Any personal leave credit remaining unused by an employee in a given calendar year, will be paid by the Employer, during the following January, and will be paid at the rate earned.

2. Those employees who are hired after January 1 of each year shall receive personal leave on a pro-rated basis as follows:

January 1 to March 15	5 Days
March 16 to May 31	4 Days
June 1 to August 15	3 Days
August 16 to October 31	2 Days
November 1 to November 30	1 Day
December 1 to December 31	0 Day

3. All requests by employees for personal leave must be made at least forty-eight (48) hours in advance of the time requested, except that in cases of emergency, this requirement may be waived.
4. An employee who announces his/her intention to resign shall not be allowed to use personal leave credits during the two (2) week period immediately preceding the effective date of resignation or the last day of work, whichever comes first. However, upon request and at the discretion of the Sheriff, the requirement of this paragraph may be waived.

ARTICLE XVIII □ SICK LEAVE

SECTION 1. Allowance and Eligibility

1. All employees shall be entitled to earn sick leave after one month's continuous service. Employees shall earn sick leave credit at the rate of 1/4 day per week for a total of thirteen (13) days for each year of continuous service; provided, however, that an employee shall not earn sick leave credit for any weekly pay period unless he/she is in full pay status for at least two (2) work days during such weekly pay period. Full pay status shall include any authorized leave with full pay including but not limited to sick, vacation, and personal leave. Sick leave credits may be accumulated to a

total of one hundred and fifty (150) days, but no unused sick leave credits shall be compensated by additional monetary payment. An employee who is sick shall notify the immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her assigned work period.

2. In addition to personal sickness, leave for sickness in an employee's immediate family may be requested. An employee who needs leave for family sickness shall notify his/her immediate supervisor in charge of the unit or shift to which he/she is assigned at least one (1) hour before the start of his/her work period. Approval for such leave shall only be granted by the officer in charge of the facility as defined elsewhere in this contract.
3. An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer will require such certification if the absence is for three (3) or more days, or is on a holiday, on the day before or after a holiday or a regularly scheduled day off.

In the event the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer and at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of the employee to continue his/her job duties, then a third physician, selected by the Employer shall make the final determination. The full cost of the services of the third physician shall be borne by the Employer.

SECTION 2. Extended Sick Leave: The Employer, in its discretion, may advance sick leave credits to an employee absent for personal illness who has exhausted sick leave, vacation and personal leave credits. The outstanding underpaid sick leave advanced to an employee shall not exceed a total of thirteen (13) days. Any such advance shall be deducted from monies due to any employee upon his/her separation from service.

SECTION 3. Sick Leave at Half-Pay

- A. The Commissioner of Human Resources or his/her designee, after receiving recommendation from the Department Head, may at his/her discretion, grant sick leave at half pay for personal illness to an employee having not less than one (1) year of service after all sick leave, vacation, personal leave and overtime credits have been used; provided, however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during his/her service shall not exceed two (2) pay periods for each completed six (6) months of his/her County service and the Commissioner of Human

Resources may, at his/her discretion, request a medical certification from the employee making such request for sick leave at half pay.

- B. In addition to (A), the Commissioner of Human Resources, at his/her discretion, may extend to an employee who has exhausted his/her sick leave at half pay and other leave credits, six (6) weeks of additional sick leave at half pay, and that the Commissioner of Human Resources may, at his/her discretion, request a medical certification from the employee who is requesting the additional sick leave.
- C. An employee who is granted sick leave at half pay will not be eligible to accrue leave credits of any kind while in sick leave at half pay status.
- D. Employees requesting sick leave at half (1/2) pay are not eligible for the County wide leave donation plan under Article XXVI – General Provisions Section 14.

SECTION 4. Leave for Quarantine: If an employee who is not ill him/herself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of required absence without charge against any leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that his/her return to duty will not jeopardize the health of any other person.

SECTION 5. Fringe Benefits

Employees on paid sick leave shall receive full pension and insurance contributions and coverage.

SECTION 6. Extended Sick Leave Without Pay

In those cases where the entitlement to all sick leaves has been exhausted, the Employer will consider applications for extended sick leave without pay where the employee has at least three (3) years of continuous service and there is substantial evidence that the employee will be able to return to work. Such extension shall be for not more than one (1) year and shall be granted under such conditions as the Employer deems appropriate. However, no employee shall earn or accumulate any benefits while on such leave.

SECTION 7. Maternity Leave

Accumulated sick leave shall be paid to pregnant employees or the period of time such employee is absent from work commencing on the day immediately after she has given birth to a child or circumstances terminating the pregnancy have taken place, provided that at the time of return the employee submits a statement from the

attending physician attesting to such delivery or pregnancy termination, and her ability to resume her previous duties. Such employees must return to work within one (1) year from the date on which required to cease employment because of pregnancy. This period may be extended six (6) months by mutual agreement. Said employee upon learning of her pregnancy shall immediately notify the Employer of same and if possible, the probable date leave will commence.

SECTION 8. Sick Leave Incentive

Effective 1/1/99 any employee who does not use any sick leave in a calendar quarter (January-March; April-June; July-September; October-December) shall receive a cash payment of \$250.00 for that quarter.

There will be no substitution of personal, vacation or other leaves (except when absent in any quarter on workers' compensation leave the incentive herein shall be pro-rated) in reference to this incentive payment. (Dock Days also cancel quarterly payments).

SECTION 9. Payment of Unused Sick Leave

Upon the retirement, layoff or resignation of an employee for reasons other than discipline, the Employer shall make a lump sum payment for one half of all accumulated unused sick leave credits up to a maximum of sixty (60) days for an employee commencing with his/her sixth year of service provided that the employee upon the date of his/her separation from service has accumulated a minimum of thirty (30) days of unused sick leave.

SECTION 10. Leave Without Pay

All determinations regarding leave without pay shall be subject to final approval by the Commissioner of Human Resources.

<h2>ARTICLE XIX □ WORKER'S COMPENSATION</h2>
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1. It is the intent of Albany County to comply with the letter and spirit of the New York State Worker's Compensation Law and to take steps which minimize the occurrence of occupational accidents and diseases. In addition, the county is committed to facilitating the reemployment of workers who have suffered the effects of occupational accidents and diseases.

A. **Reporting Occupational Accidents/Disease.** Employees are required to immediately inform County management upon their involvement in an

occupational accident or upon being diagnosed with occupational disease. The Worker's Compensation Law requires that accidents be reported within 30 days of their occurrence. The employee must complete an Incident Report. This report should be as detailed as possible and must be signed by the employee. The Employer or supervisor must complete and sign the reverse side of the Incident Report. If, because of the hospitalization or the nature of disability, the employee is unable to sign the Incident Report, a union representatives or family representative may sign for the employee.

B. Coordination with Other Leaves and Payroll Status. An employee's leave and payroll status while on workers' compensation leave shall be as follows:

1. Uncontroverted Workers' Compensation Case: If the County (or its claims administrator) elects not to controvert the employee's claim for workers' compensation, the employee shall be placed on leave as follows:

a) **Initial Seven Days.** The first seven (7) days (five work days) of the absence will be charged to sick leave credits, or to other paid leave credits available if sick leave is exhausted.

b) **Period Concurrent with FMLA Leave.** If the employee cannot return to work by the eighth calendar day, he or she will be placed on workers' compensation leave which shall run concurrent with FMLA leave. Paid and unpaid leaves shall run concurrent with FMLA leave. Employees must exhaust all leave credits including compensatory time. The election of using vacation leave credits to offset unpaid leave during the FMLA leave either in part or in total is an option of the employee; however, the designation not to use vacation leave credits must be made at the time the employee is approved for FMLA leave. The employees subsidized health insurance shall be continued in accordance with FMLA and County policy. If the employee exhausts leave credits prior to the completion of 12 weeks of FMLA, the following will apply:

Unpaid workers' compensation leave. The employee will be removed from the County payroll and receive no salary from the County, but instead collect statutory indemnity (wage replacement) benefits from the County's workers' compensation claims administrator. Since this is an unpaid leave, the employee will not be eligible to continue the accrual of leave benefits. Most employees do not earn retirement system service credit while on an unpaid workers' compensation leave. Employer subsidized health insurance shall be continued in accordance with the FMLA and County policy. (During the FMLA period (whether paid or unpaid) the employee's contributions for health and dental costs will remain the same. Once the FMLA period has expired the health and dental coverage will terminate at the end of the complete calendar month which follows the expiration of FMLA leave and accumulated time is exhausted. Employees may request continuation of coverage at the cobra rates.)(100% of the cost)

c. **Period Following Expiration of FMLA Leave.** Upon exhausting all leave credits, the employee may be eligible for an unpaid leave of absence. The continuation of health insurance benefits may be a option under COBRA guidelines. Following the expiration of concurrent FMLA leave the following conditions are applicable:

- 1) If the employee elected to freeze vacation accruals during the FMLA leave period. The employee will now be required to exhaust those accruals during the continued workers compensation leave.
- 2) If the employee has additional leave credits, the employee is required to exhaust all leave during the absence. While drawing down on leave credits the employee will continue to accrue leave credits.
- 3) If the employee does not have any remaining leave credits, the employee will be removed from the County payroll and placed in a workers compensation unpaid leave status. The employee will be eligible to collect statutory indemnity (wage replacement) benefits from the County workers' compensation claims administrator.

C. **Reinstatement.** Subject to normal budget action, the employee's position shall be held vacant and preserved pending the employee's possible return to work. Such "hold" on the employee's position shall extend up to fifty-two (52) weeks following the employee's first day of absence due to occupational injury or disease, but such period may be reduced by the length of any previous workers' compensation leaves relating to the same injury or disease taken by the employee in the thirty-six months preceding the current injury or disease.

D. **Controverted Workers' Compensation Case.** In a case where the County elects to controvert an employee's workers' compensation claim the employee shall be placed on (a) an leave of absence status. The employee will be required to draw down on leave credits as applicable under (item B). The County may, in accordance with the law, suspend indemnity payments to a claimant whose claim is controverted until such time as the issue of compensability is settled by the Workers' Compensation Board. Further, if the County is contesting the employee's medical incapacity to work, the use of sick leave would generally not be deemed appropriate in such circumstances. However, if the County is not contesting the employees incapacity to work but is controverting the claim on some other basis, the use of sick leave credits shall be allowed. If a ruling in favor of the employee is rendered by the board, any paid leave credits used by the employee to continue salary while awaiting the Board's decision shall be restored appropriately (See Restoration of Accruals). Upon the expiration of FMLA leave, termination from the active payroll shall commence in accordance with procedures indicated for uncontroverted cases.

E. **Temporary Light or Modified Duty.** It is the policy of Albany County to return an employee to work in a light duty capacity in which the employer temporarily assists the employee during his/her recuperation period from a workers compensation injury/illness. The Employer will make temporary and reasonable accommodations which will enable the employee to gradually return to his/her position at full duty. Light duty will never be offered as a permanent alternative. A Physical Assessment Form will be used to determine light duty

accommodations. Completion of this form will be a requirement of a light duty assignment. Employees will not be eligible for light duty if the Physical Assessment Form has not been completed by the attending physician or appointed Independent Medical Examiner. Employees requiring continuous light duty must resubmit the Physical Assessment Form demonstrating progressive improvement in his/her condition as required by the Employer. At the Employers discretion light duty may be suspended if progression is not duly noted. Light duty assignments will not extend beyond a cumulative of six months. The Employer reserves the right to seek independent medical examinations for evaluation of the employee's status every 60 days. If an employee declines light duty, Albany County employee benefits may be suspended. Total cooperation from the employee is expected.

- 1 **Light/Modified Duty During FMLA Leave.** During the period of FMLA leave, the Department of Human Resources shall work with interested employees to identify opportunities for temporary light or modified duty assignments. Employees on temporary light or modified duty shall only be assigned tasks for which they are qualified. During FMLA leave, an employee may turn down an offer for light or modified duty assignment from the County. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.*
- 2 **Light/Modified Duty Following FMLA Leave.** If the employee has not recovered from his or her injury by the completion of FMLA leave, the County may condition the employee's reinstatement rights on acceptance of an appropriate light or modified duty assignment. An employee's benefits under the workers' compensation law may also be negatively affected by a refusal to accept a light or modified duty assignment.*
3. **Pay and Benefits While on Temporary Light or Modified Duty.**
The County will make efforts to assign an employee on temporary light or modified duty tasks commensurate with his/her experience and pay level. However, such assignments cannot always be guaranteed. Nevertheless, an employee on temporary light or modified duty shall be paid at his or her normal hourly rate of pay for all hours worked. An employee on temporary or light duty shall also accrue the same benefits and seniority as when working in a normal capacity.
4. **Duration of Temporary Light or Modified Duty.** Temporary or light duty assignments shall extend only for the period medically necessary and in no case longer than twenty-six weeks. Periodic medical examinations may be required by the County to ascertain whether or not the employee can return to full time regular duty.

*the unit president shall be notified of refusals.

- F. Restoration of Accruals** Upon the County's receipt of a notice of decision by the Workers Compensation Board that the employee's injury or disease was compensable under the law, paid leave shall be restored commensurate with the award of the Board using the employee's rate of pay at the time of his or her absence from work commenced.

ARTICLE XX □ PAID LEAVES OF ABSENCE

SECTION 1. Bereavement Leave of Absence

- A.** Any employee who has a death in his/her immediate family (spouse, parents, children, step-children, foster children, sisters and brothers, grandparents, grandchildren, parent-in-laws, brothers and sisters-in-law, sons and daughters-in-law) or relative living in the employee's household shall be granted three (3) consecutive calendar days of bereavement leave of absence with no loss of time or pay, commencing with the day after the date of death, and which shall not be deducted from any other leave benefits.
- B.** For those employees who are living in the same household with an individual who is not related in the manner listed above, such employees shall be entitled to three (3) days bereavement leave upon the following conditions:
1. The employee designates the name of such person with the County;
 2. The employee assumes the responsibility of updating such designation as changes occur.
 3. The County agrees to keep such information confidential.

C.

1. In the event of a death in the immediate family of an employee that occurs while such employee is on vacation, such employee upon request shall be granted an extension of his/her vacation time for the additional period provided under Section 1.
2. An employee may charge accumulated sick leave time in order to extend a bereavement leave of absence. An employee shall not be entitled to additional days off pursuant to this section, and the calendar days shall include and not be in addition to an employee's regularly scheduled day off or a holiday.

SECTION 2. Jury Duty and Service

Should any employee be required to serve on any jury or be involved in any jury service, such employee shall be granted a leave of absence for such necessary duty or service, and such leave shall be at full pay, less monies received. Employees must submit documentation showing jury duty was performed.

SECTION 3. Civil Service Examination

Employees shall be permitted the necessary time off, without any loss of time or pay, during their regular work hours so that they may participate in any open competitive or promotional Civil Service Examination held by the Civil Service Commission (Department of Civil Service) of the County of Albany, relative to the Sheriff's Department. Such time off shall be granted, provided the request for such time off is submitted at least two (2) weeks before the examination is scheduled to be held.

SECTION 4. Military Service Leave and Drills

Any employee who is required by any branch of the Armed Forces of the United States of which he/she is a reserve member, the National Guard, or the State Militia, to render military service, including daily drills, shall be granted military leave of absence at full pay for all such periods, not to exceed thirty (30) calendar days a year, or twenty-two (22) work days per calendar year, whichever is greater, pursuant to Section 242 and 243 of the Military Laws of the State of New York. Where such employees are involved in schooling programs or other programs that require time off in addition to that provided by statute, such time off will be granted upon the request of the employee, but without pay, or, upon proper authorization in writing from the employee, such time off will be deducted from an employee's vacation credits, personal leave credits, or any other credits the employee may have accumulated other than sick leave, solely at the option of the employee.

ARTICLE XXI □ HEALTH INSURANCE

SECTION 1.

A. Eligibility

1. The Employer shall provide hospitalization and major-medical insurance for each employee and the employee's eligible dependent(s).

2. A new employee shall be eligible for hospitalization and major-medical insurance on the first of the month after completing one month of continuous service. (For example, if an employee goes on the payroll on July 2nd, such employee's coverage will begin on September 1st. If an employee goes on the payroll on July 1st, such employee's coverage will begin on August 1st).

B. Insurance Plans

1. Indemnity Plan: The Employer will offer an indemnity plan whereby the hospitalization and major-medical insurance benefits currently provided under the County Blue Cross/Blue Shield or G.H.I. plans shall be maintained. The Employer may change carriers and/or provide alternative plans during this period provided such alternative plans are comparable to the plan currently provided.
2. On or after January 1, 1995, the Employer has the ability to replace the current indemnity plans with the Empire Plan (including the medical and psychiatric enhancements).
3. Effective January 1, 1995, the Blue Cross/Blue Shield out-of-pocket deductible shall be \$240/\$720, and the out-of-pocket maximum shall be \$1,500/\$4,500, for individuals and families, respectively. There shall be no indexing for the years 1994 and 1995; however, indexing will resume thereafter.
4. Effective the first of the month following the signing of this agreement, the GHI office visit copay (PPO Option) shall be fifteen dollars (\$15) per visit.
5. Effective the first of the month following the signing of this agreement, the Prescription Drug Plan shall provide for a fully managed plan through a select network with a mandatory generic substitution. The copayment shall be as follows:

Mail Order	\$0.00
Generic	\$10.00

6. Effective the first of the month following the signing of this agreement, the employer will offer HMO plans whereby an employee may choose hospitalization and major medical insurance benefits with a fifteen dollar \$(15) copayment as provided under the plan chosen.

7. An employee may choose any of these options at the time of hire or once each year during the month of October (effective the following January).
8. The Employer may change carriers and/or provide alternative plans provided such alternative plans are comparable to the plan currently provided.
9. If the Employer chooses the Empire Plan as the County's indemnity plan, the Employer will offer either a freestanding prescription drug plan or a prescription drug plan via the HMO plans comparable to the existing plan or the plan offered by the Empire Plan.

C. Premium Payments

1. For a full-time employee on the payroll as of December 31, 1988, the Employer will pay one hundred percent (100%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. However, an employee who chooses an HMO plan must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan.
2. For a full-time employee hired on or after January 1, 1989, the Employer will pay ninety percent (90%) of the indemnity plan premium (Blue Cross/Blue Shield or G.H.I.) for individual and/or dependent coverage. For an employee who chooses an HMO plan, the Employer will pay ninety percent (90%) of plan premium, however, such employee also must contribute seventy-five percent (75%) of the difference in cost between the HMO and the most expensive indemnity plan (Blue Cross/Blue Shield or G.H.I.) if the HMO plan chosen is more expensive than the indemnity plan.
3. If the Employer substitutes the Empire Plan for the current indemnity plans, the formula, set forth in paragraphs 1 and 2 above, will not be operative provided that eligible employees are on the payroll as of December 31, 1994. All other employees eligible for health insurance will be subject to such formula.
4. For part-time employees who work fifty percent (50%) or more but less than full-time, the Employer will pay fifty percent (50%) of the

premium. The part-time employee must reimburse the County for the balance of the premium in order to maintain health insurance coverage.

5. The parties agree full time employees who retire from County service, with health insurance benefits, may continue said health benefits as allowed for as a retiree under the authority of the Albany County Legislature, when and if they return to work for the County, regardless of the hours worked.

D. Coordination of Benefits

For those employees whose spouses are also County employees, only one spouse is entitled to family coverage. The other spouse is entitled to individual coverage provided such spouse chooses a different plan than the first spouse. Employees covered under this provision shall be entitled to the buy-out provision of this Article provided the criteria set forth therein is met. The County shall have the right to verify marital status.

E. Health Insurance Buy-Out Option

1. Effective January 1, 1995, an employee who is eligible for family coverage under the County's health insurance program, but elects to forego all medical coverage, will receive \$2,000 annually in lieu of medical coverage. An employee who is eligible for family coverage but elects to take individual coverage will receive \$1,000 annually in lieu of family coverage. An employee who is eligible but does not elect individual coverage under the County's health insurance plan will receive \$1,000 annually in lieu of receiving individual coverage.
2. No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented proof to the County that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the County.
3. The employee will receive such payment during the third week of July or on the last pay period in December for the preceding six (6) months provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the County of a termination of alternative medical and health insurance coverage. Health insurance buy-out will be prorated at separation.

SECTION 2. Dental Insurance: The employees will remain under the CSEA Dental (sunrise) at no premium cost to the employee. However effective July 17, 2001 there will be a coordination of

benefits where by only one employee shall be eligible for coverage when their spouse is also an active County employee or when one employee is eligible for benefits as a(n) dependent.

New employees become eligible for Dental Insurance the first of the month after they have completed one month's continuous service.

ARTICLE XXII RETIREMENT PLAN

SECTION 1. The Employer shall continue New York State Retirement Plan 75(i) for all full time regular employees.

SECTION 2. Effective on or before April 1, 1997, the County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law.

ARTICLE XXIII □ IN-SERVICE CONNECTED DISABILITY AND DEATH

SECTION 1. Should an employee covered by this Agreement be killed while in the performance of his/her duties, the surviving spouse or beneficiary from retirement plan of such employee shall receive a death benefit equivalent to one (1) year of the deceased employee's salary that he/she normally would have received and the surviving children under eighteen (18) an amount of one thousand (\$1,000.00) dollars each. In cases where there is no surviving spouse, or beneficiary from the retirement plan, surviving children will receive the equivalent to one (1) year salary, but will not receive any additional amount for children under the age of eighteen (18).

ARTICLE XXIV □ UNEMPLOYMENT COMPENSATION

The Employer agrees to provide unemployment compensation insurance coverage for all employees covered by this agreement as provided by the State of New York.

ARTICLE XXV □ CONTINUING EDUCATION PROGRAM

SECTION 1. Each employee, with written approval of the Employer and the County Director of Employee Relations, may participate in educational assistance programs established by the County for job-related studies as long as the funds are available. The initial

tuition cost will be shared by the County and the employee. Upon appropriate appeal the County will pay the entire tuition in hardship cases. The Employer and employee will agree on the education program and upon a successful completion grade. Upon completion of such program and the attainment of such grade, the County will reimburse the employee for that portion of tuition cost not initially paid by the County. However, only one course per semester per student will be allowed.

ARTICLE XXVI □ GENERAL PROVISIONS

- SECTION 1. Non-Discrimination:** The Employer understands that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to their age, sex, marital status, race, color, creed, national origin, or political affiliation.
- SECTION 2. Partially Disabled Employees:** The Employer agrees to make every effort to place permanently partially disabled employees on work assignments which they are able to perform.
- SECTION 3. Facility Maintenance:** The facilities at which such employees may be assigned shall include the availability of a clean and sanitary lunch room, locker room, toilets, and adequate supply of hot and cold running water, soap, paper towels, toilet paper, a drinking fountain, and first aid materials. It shall be the responsibility of the Employer to provide for the proper servicing, cleaning and maintenance of such facilities. This provision is not subject to arbitration but is appropriate for immediate implementation of a grievance or reference to Joint Labor Relations Committee.
- SECTION 4. Personal Property Damages:** The Employer agrees to replace or repair any article of personal property of an employee that is damaged or destroyed, including clothing, eye glasses, and dentures, which happened as a result of an incident directly related to such employees carrying out the duties of his/her job without fault or negligence on the part of such employee.
- SECTION 5. Polygraph Test:** It is understood and agreed that no employee will be required by the Employer to take a Polygraph test. The administration of such test shall be subject to an employee's written consent.
- SECTION 6. Uniforms and Uniform Allowance:** The County agrees to provide uniforms for Food Service Helpers, maintenance, cooks and L.P.N.'s, Matrons and 911 Dispatchers and Clinical Assistant only. Uniforms for nurses will be provided on an as need basis. Effective January 1, 1995, the uniform allowance will be

increased to \$250.00. Said allowance shall be paid on the first payroll period of December of each year to all employees on the payroll November 1st of said year. The County further agrees to provide dry cleaning for the Matrons and non-skid shoes for the Kitchen Workers, maintenance, nursing and clinical assistant.

SECTION 7. Layoff Procedure: The County agrees to consult with CSEA in advance of any public release of information about layoffs for the new fiscal year. County also agrees to proceed with any layoffs on an "attrition" basis first.

SECTION 8. Defense and Indemnification of Employees The County agrees to provide for the defense and indemnification of employees according to the following Article:

A. *Civil Actions and Proceedings*

- 1

 a. As used in this Article, unless the context otherwise requires, the term "employee" shall mean any person holding a position by election, appointment or employment in the service of the County, whether or not compensated, or a volunteer expressly authorized to participate in a County-sponsored volunteer program, but shall not include an independent contractor. The term employee shall include a former employee, his estate or judicially appointed personal representative.
- b. Upon compliance by the employee with the provisions of this Article, the County shall provide for the defense of the employee in any civil action or proceeding in any state or federal court arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties; or which is brought to enforce a provision of section nineteen hundred eighty-one or nineteen hundred eighty-three of title forty-two of the United States Code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the employee was acting within the scope of his/her public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or on behalf of the County.
- c. Subject to the conditions set forth in paragraph "b" of this Section, the employee shall be entitled to be represented by the County Attorney, provided, however, that the employee shall be entitled to representation by private counsel of his/her choice in any civil judicial proceeding whenever the County Attorney determines, based upon his/her investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, or whenever a court of competent jurisdiction, upon

appropriate motion or by a special proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by private counsel of his/her choice. The County Attorney shall notify the employee in writing of such determination that the employee is entitled to be represented by private counsel. The County Attorney may require, as a condition of payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. If the employee or group of employees is entitled to representation by private counsel under the provisions of this Section, the County Attorney shall so certify to the Comptroller. Reasonable attorneys' fees and litigation expenses shall be paid by the County to such private counsel from time to time during the pendency of the civil action or proceeding subject to certification that the employee is entitled to representation under the terms and conditions of this Section by the head of the department in which such employee is employed and upon the audit and warrant of the Comptroller. Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Court upon motion or by way of a special proceeding.

- d. Where the employee delivers process and request for a defense to the County Attorney as required by Section 3.a, the County Attorney shall take the necessary steps including the retention of private counsel under the terms and conditions provided in paragraph "b" of Section 2 of this Article on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

2 a. The County shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in any state or federal court, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, that the act or omission from which such judgment or settlement arose occurred while the employee was acting within the scope of his/her public employment or duties; the duty to indemnify and save harmless or pay prescribed by this Section shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee.

- b. An employee represented by the County Attorney or by private counsel pursuant to this Article shall cause to be submitted to the head of the department in which he/she is employed any proposed

settlement which may be subject to indemnification or payment by the County and if not inconsistent with the provisions of this section such head of the department in which he/she is employed shall certify such settlement, and submit such settlement and certification to the County Attorney. The County Attorney shall review such proposed settlement as to form and amount, and shall give his/her approval if in his/her judgment the settlement is in the best interest of the County. Nothing in this Section shall be construed to authorize the County to indemnify and save harmless or pay an employee with respect to a settlement not so reviewed and approved by the County Attorney.

- c. Nothing in this Section shall authorize the County to indemnify or save harmless an employee with respect to fines or penalties, or money recovered from an employee; provided, however, that the County shall indemnify and save harmless its employees in the amount of any costs, attorney's fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his/her public employment or duties, has, without willfulness or intent on his/her part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any Court of this State or of the United States. The County Attorney shall promulgate such rules and regulations as are necessary to effectuate the purposes of this Section.
- d. Upon entry of final judgment against the employee, or upon the settlement of the claim, the employee shall cause to be served a copy of such judgment or settlement, personally or by certified or registered mail within thirty (30) days of the date of entry or settlement, upon the head of the department in which he/she is employed; and if not inconsistent with the provisions of this Section, such judgment or settlement shall be certified for payment by such head of the department. If the County Attorney concurs in such certification, the judgment or settlement shall be paid upon the audit and warrant of the Comptroller. On or before October 15th, the Comptroller, in consultation with the Department of Law and other agencies as may be appropriate, shall submit to the County Executive and the Legislature an annual accounting of judgments, settlements, fees, and litigation expenses paid pursuant to this Article during the preceding and current fiscal years. Such accounting shall include, but not be limited to the number, type and amount of claims so paid, as well as an estimate of claims to be paid

during the remainder of the current fiscal year and during the following fiscal year.

- 3** The duty to defend or indemnify and save harmless prescribed by this Article shall be conditioned upon:
- i. Delivery to the County Attorney by the employee the original or a copy of any summons, complaint, process, notice, demand or pleading within five (5) days after he/she is served with such document, and
 - ii. The full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission, and in the prosecution of any appeal. Such delivery shall be deemed a request by the employee that the County provides for his/her defense pursuant to this Section.
- 4** The benefits of this Article shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the Workers' Compensation Law.
- 5** This Article shall not in any way affect the obligation of any claimant to give notice to the County under any other provision of law.
- 6** The provisions of this Article shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.
- 7** The provisions of this Article shall apply to all actions and proceedings pending upon the effective date thereof or thereafter instituted.
- 8** Except as otherwise specifically provided in this Article, the provisions of this Article shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity available to or conferred upon any unit, entity, officer or employee of the County or any other level of government, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any

other provision of state or federal statutory or common law, or as provided under the terms of any collective bargaining agreement.

9

If any provision of this Article or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this Section or the application of any such provision to any other person or circumstance.

B. Criminal Charges

1

Upon compliance by the employee with the provisions of Paragraph B.3 of this Article, and subject to the conditions set forth in Paragraph B.2 of this Article, it shall be the duty of the employer to pay reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee in his or her defense of a criminal proceeding in state or federal court arising out of any act which occurred while such employee was acting within the scope of his/her public employment or duties, upon his/her acquittal or upon the dismissal of the criminal charges against him/her. This duty to provide for a criminal defense shall not arise where such criminal defense action or proceeding is brought at the behest of the employer.

2

Upon the application for reimbursement for reasonable attorney's fees and litigation expenses made by or on behalf of an employee as provided in Paragraph 1 of this Article, the County Attorney of the County of Albany shall reasonably determine, based upon his/her investigation and his/her review of the facts and circumstances of the criminal proceeding, whether reimbursement of reasonable attorneys' fees and litigation expenses shall be paid. The County Attorney of the County of Albany shall notify such employee in writing of such determination. Upon determining that reimbursement should be provided for reasonable attorneys' fees and litigation expenses incurred by or on behalf of an employee, it shall be the duty of the employee to notify in writing to the County Attorney the identity of the defense counsel intended to be retained by or on behalf of the employee in his or her defense of the criminal proceeding. The County Attorney shall have the right to approve the employee's choice of defense counsel and shall further have the right to negotiate prospectively with said defense counsel the amount of reasonable attorneys' fees which the employer shall reimburse the

employee upon his/her acquittal or upon the dismissal of the criminal charges against him/her. The County Attorney shall certify such expenses to the Comptroller of the County of Albany. Upon such certification, reimbursement shall be made for such fees and expenses upon the audit and warrant of the Comptroller. Any Dispute with regard to entitlement to reimbursement, the designation of defense counsel, the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the Supreme Court of the State of New York upon appropriate motion or by way of a special proceeding. Pending the outcome of the dispute, the employer will take all reasonable steps necessary to provide for the criminal defense of the employee.

3

Reimbursement of a reasonable attorneys' fees and litigation expenses by the employer as prescribed by this Article shall be conditioned upon (a) delivery to the County Attorney or an Assistant County Attorney at the Office of the Department of Law of the County of Albany by the employee a written request for reimbursement of defense expenses together with the original or a copy of an accusatory instrument within ten (10) calendar days after he/she is arraigned upon such instrument, and (b) the full cooperation of the employee in the defense of any action or proceeding against the employer based upon the same act, and in the prosecution of any appeal.

4

Except as otherwise specifically provided in this Article, the provisions of the Article shall not be construed in any way to impair, alter, modify, abrogate or restrict any immunity available to or conferred upon any employee, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

- a. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under Section 10 of the Court of Claims Act, Section 50(e) of the General Municipal Law, or any other provision of law.
- b. The employer is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

- c. All payments made under the terms of this Section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.
- d. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

SECTION 9. Nursing Licenses

The County will provide a maximum of \$62.00 once every three (3) years per nurse to renew his or her nursing license. Each affected employee must provide the Employer with proof of renewal. This provision is effective January 1, 1995.

SECTION 10. Charge Nurse Premium

Effective January 1, 1988, the nurse designated as supervisor by the Sheriff or his designee shall receive a two hundred and fifty (\$250.00) dollars stipend for each six (6) months in that position. The six (6) month period shall be January 1 - June 30 and July 1 - December 31 of each year.

SECTION 11. Deferred Compensation

All bargaining unit employees shall be eligible to participate in the Albany County Deferred Compensation Plan in accordance with the terms and conditions of said plan.

SECTION 12. As soon as practicable in 1997, the County will implement a Section 125 Flexible Spending Plan which will at least include deductions for health insurance premium contributions and co-pays, child care expenses and other medical expenses.

SECTION 13. All Bargaining Unit members shall be eligible to participate in the Albany County Direct Deposit Program, in accordance with the terms and conditions of said plan as may be amended.

SECTION 14. All Bargaining Unit members shall be eligible to participate in the County wide leave donation plan established by the Albany County Legislature and administered by the Albany County Department of Human Resources as may be amended. Employees requesting to participate in the county leave donation plan are not eligible for sick leave at half pay (Article XVIII Section 3).

SECTION 15. Payroll errors. It is the responsibility of the employee to notify the supervisor of an error in the employee's pay as soon as possible. Verified errors of underpayment will be corrected as soon as possible. In the event of an overpayment the employee's acceptance of the unearned funds shall constitute his/her consent to the County's

future deduction, from whatever wages, or benefit or retirement related payments that may be or become payable by the County to the employee in an amount sufficient to reimburse the County for this overpayment. This reimbursement program may be implemented by the County by a single deduction or in such increments as the County may deem, in its discretion, to be reasonable under the circumstances upon due notice to the employee.

SECTION 16. Tardiness: The parties agree to incorporate into the agreement the existing departmental policy.

SECTION 17. Any additional training required by the County for existing employees will be provided at County expense.

SECTION 18. The County will comply with the A.D.A. (Americans with Disabilities Act).

SECTION 19. Absence with Pay: Sick leave and vacation accruals enumerated herein will be credited weekly as long as the employee is on the payroll for a minimum of fifty percent (50%) of their scheduled hours per week. There will be no accumulation of sick or vacation time for any employee not on the payroll for the minimum of fifty percent (50%) of their scheduled hours in any week. Approved leave is considered to be on the payroll for the purpose of accumulation accruals.

ARTICLE XXVII □ NO STRIKES OR LOCKOUTS

The Union, on behalf of itself and the employees covered by this Agreement affirms that both the Union and the employees do not assert the right to strike against the employer or any government, to assist or participate in such strike, or to impose any obligation to conduct, assist or participate in such a strike. The term "strike" means any strike or other concerted stoppage of work or slowdown. The Employer will not institute or take any part in any lockout of employees.

ARTICLE XXVIII □ PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for the employees without prior notice to the Union and when appropriate, without negotiations with the Union provided, however, that this Agreement shall be construed consistent with the free exercise or right reserved to the Employer by Article III of this Agreement.

ARTICLE XXIX □ SAVINGS CLAUSE

Should any article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court or competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portions thereof directly specified in the decision. Upon the finalization of any such decision, the parties agree to immediately commence negotiations for a substitute to the invalidated Article, Section, or portion thereof.

ARTICLE XXX □ PRINTING AND DISTRIBUTION OF AGREEMENT

The Employer agrees to provide sufficient copies of this Agreement in handbook form to the Union and to all present employees in the bargaining unit, the full cost of which will be borne by the Employer. The Employer shall also provide copies of this Agreement to all new employees as they are hired.

ARTICLE XXXI □ REOPENED NEGOTIATIONS

For the purpose of entering into collective negotiations for a successor agreement to this Agreement, the Employer agrees to grant to the Union president and/or another employee designated by the president in writing to the Sheriff, release time with pay to participate in negotiations with the Employer. If the president and/or designated member of the negotiating team is unable to attend negotiations, the Employer is not required to release on duty substitute employee for the purpose of attending negotiations. No more than two employees may be on release time at any one time.

Any employee desiring release time pursuant to this section, shall notify his/her supervisor in writing seventy-two hours (72) hours in advance of the date of such negotiations. Said time limit may be waived by the Employer. If negotiations are held on the employee's regular day off, or before or after the employee's regularly scheduled work day, there shall be no compensation pursuant to the above. The time and place of said negotiations shall be scheduled by mutual agreement between the parties, prior to the commencement of negotiations.

This Agreement shall be effective as of January 1, 2002, and shall remain in full force and effect until and including the 31st day of December, 2005. It shall automatically be renewed from year to year thereafter, unless either party notifies the other in writing of their intent to reopen negotiations, on or about September 1st of the year of the expiration of the existing Agreement. It is understood and agreed that the provisions of this Agreement will remain in affect during the period of negotiations and until superseded by a new Agreement.

ARTICLE XXXII □ STATUTORY PROVISIONS

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

ARTICLE XXXIII □ TOTAL AGREEMENT

The foregoing Agreement between the parties shall supersede any and all previous personnel rules, regulations, local laws, or resolutions, and no verbal statements or other amendments, except an amendment mutually agreed upon by the parties in writing and signed by the appropriate authorized representatives of the Employer and the Union, and which is annexed hereto and designated as an amendment to this Agreement, shall supersede or vary to the provisions of this Agreement.

ARTICLE XXXIV □ LENGTH OF AGREEMENT

This shall be a Four year Agreement, effective 1/1/2002-12/31/2005.

ARTICLE XXXV □ EMPLOYEE EVALUATIONS

The Employee Evaluation process and procedure shall be as detailed in General Order 28-SD-93, attached to this Agreement as Appendix C.

ARTICLE XXXVI □ DUE PROCESS HEARING

Where the County is required to regulate the procedures for a due process hearing, the following shall be the negotiated procedures utilized.

The County may appoint a Hearing Officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. The award may be appealed by the County or the employee pursuant to Article 78 of the Civil Practice Law and Rules. Such hearing officer may be a County employee, provided such employee is unrelated to the case.

ARTICLE XXXVII □ FAMILY AND MEDICAL LEAVE OF ABSENCE

PURPOSE: *To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act. ("FMLA")*

Definition:

1. A "family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve weeks of leave per year under particular circumstances. Leave may be taken:
 - Upon the birth of the employee's child; upon placement of a child with the employee for adoption or foster care;
 - When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or
 - When the employee is unable to perform the functions of his/her position because of a serious health condition.
 - Note that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period,

beginning on the date of the birth or placement, unless the employer permits a longer time period.

2. A "serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:
 - a. any period of incapacity or treatment in connection with, or consequent to inpatient care in a hospital, hospice or residential medical care facility; or
 - b. any period of incapacity that requires absence from regular daily activities of more than three days and that involves continuing treatment by (or under supervision of) a health care provider.
3. "Leave" time may be paid or unpaid (see discussion below):

Responsibility: The Department Head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Department of Human Resources.

Scope: The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

Eligibility: To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

Leave of Absence (Paid or Unpaid): For the adoption, birth or care of a spouse, an eligible employee must use accrued vacation, personal leave time, sick time and compensatory time.

For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.

In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

Extension of Leave: In the event an employee requires leave in excess of the 12 week maximum described herein, the Department Head, at the Department

Head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

Permission and Documentation: The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The employer may require a second medical opinion and obtain periodic recertifications (at its own expense) only when the employer has reason to doubt the initial medical certification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

Notifications and Reporting Requirements: When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

Coverage: Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of the premium made to maintain the employee's health insurance coverage.

Procedures: Completion of Request for Family and Medical Leave of Absence Notice:

A Request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Department of Human Resources. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

- 1 The date on which the serious health condition commenced;
- 2 The probable duration of the condition;
- 3 The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide sick care.

For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.

In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Return to Duty: An employee returning from leave as covered by this policy is entitled to the same position held when leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

The Employer makes the final determination as to whether to return the employee to the same or equivalent position.

An employee who fails to return to work promptly at the expiration of the Family and Medical Leave or fails to obtain an approved extension will be notified that they have been considered to have resigned their employment.

Effect of Labor Agreement: It is the intent of the employer to provide the standards as articulated in the federal FMLA and as detailed herein.

Change in Policy: The County reserves the right to modify this policy as necessitated by law or otherwise.

Effect on Existing Contract Language: Any Article in this Agreement which may come within the jurisdiction of the Family and Medical Leave of Absence provision shall be read in compliance with the Family and Medical Leave of Absence provision. The first 12 weeks of any leave shall be Family and Medical Leave of Absence leave if all conditions of Family and Medical Leave of Absence applicability are met.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on the 12th day of August, 2002.

COUNTY OF ALBANY

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL #1000,
AFSCME/AFL-CIO, FOR THE ALBANY
COUNTY SHERIFF'S DEPARTMENT, NON-
SECURITY PERSONNEL UNIT OF
ALBANY COUNTY LOCAL 801

By: Michael G. Beeson
County Executive

By: Angelise M. Bywater
CSEA

James L. Campbell
Albany County Sheriff

Joseph Monaghan
Unit President

Thomas E. McCall
Director of Employee Relations

Tom Freen, Ull

APPENDIX B

LONGEVITY

Effective January 1, 1995:

After 8 Years Of Service	\$500.00
After 10 years of service	\$750.00
After 15 years of service	\$1,000.00
After 20 years of service	\$1,150.00
After 25 years of service*	\$1,400.00

*Effective 1/1/99 after 25 years of service.

To be paid on last payroll of the month of the employee's anniversary date.

In order to be eligible for retroactive payments, employees must be on the payroll the date of the signing of this total Agreement (contract).

APPENDIX C [□] EMPLOYEE EVALUATIONS

G.O. 28-SD-93

2002 CSEA RATES							
TITLE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RN	35,210	36,039	36,867	37,690	38,516	41,757	42,716
INMATE SERVICES SPECIALIST							
CERTIFIED ALCOHOL SUBSTANCE ABUSE COUNSELOR (CASAC)	32,729	33,557	34,385	35,213	36,041	36,869	37,697
LPN	32,008	32,839	33,663	34,490	35,316	38,557	39,514
BLDG. MAINT. MECH. LIBRARY CLERK	25,886	26,711	27,536	28,364	29,187	32,003	32,956
CORRECTION COUNSELOR TELECOMMUNICATOR	25,848	26,670	27,472	28,325	29,150	31,964	32,917
COOK	25,283	26,106	26,937	27,760	28,587	31,357	32,313
ACCOUNT CLERK II							
CLERK-STENO I SR. STORE CLERK	24,154	24,976	25,805	26,632	27,459	30,152	31,104
BLDG. MAINT. HELPER	23,678	24,508	25,336	26,162	26,985	29,645	30,602
ACCOUNT CLERK	21,206	22,031	22,854	23,678	24,508	26,996	27,951
CLERK TYPIST I / KEYBOARD SPECIALIST DATA ENTRY OPERATOR	20,983	21,807	22,633	23,537	24,289	26,996	27,951
CLERK I MATRON SWITCHBOARD OPERATOR FOOD SERVICE HELPER STORE CLERK USER SPECIALIST CLERK	20,652	21,480	22,306	23,133	23,957	26,406	27,364
SR. TELECOMMUNICATOR	27,104	27,929	28,731	29,584	30,411	33,223	34,174
CLINIC ASSISTANT	26,078	26,877	27,681	28,480	29,279	31,812	32,738

2003 CSEA RATES							
TITLE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RN	36,618	37,481	38,342	39,198	40,057	43,427	44,425
INMATE SERVICES SPECIALIST							
CERTIFIED ALCOHOL SUBSTANCE ABUSE COUNSELOR (CASAC)	34,038	34,899	35,760	36,622	37,483	38,344	39,205
LPN	33,288	34,153	35,010	35,870	36,729	40,099	41,095
BLDG. MAINT. MECH. LIBRARY CLERK	26,921	27,779	28,637	29,499	30,354	33,283	34,274
CORRECTION COUNSELOR TELECOMMUNICATOR	26,882	27,737	28,571	29,458	30,316	33,243	34,234
COOK ACCOUNT CLERK II	26,294	27,150	28,014	28,870	29,730	32,611	33,606
CLERK-STENO I SR. STORE CLERK	25,120	25,975	26,837	27,697	28,557	31,358	32,348
BLDG. MAINT. HELPER	24,625	25,488	26,349	27,208	28,064	30,831	31,826
ACCOUNT CLERK	22,054	22,912	23,768	24,625	25,488	28,076	29,069
CLERK TYPIST I / KEYBOARD SPECIALIST DATA ENTRY OPERATOR	21,822	22,679	23,538	24,478	25,261	28,076	29,069
CLERK I MATRON	21,478	22,339	23,198	24,058	24,915	27,462	28,459
SWITCHBOARD OPERATOR FOOD SERVICE HELPER STORE CLERK USER SPECIALIST							
SR. TELECOMMUNICATOR	28,188	29,046	29,880	30,767	31,627	34,552	35,541
CLINIC ASSISTANT	27,121	27,952	28,788	29,619	30,450	33,084	34,048

2004 CSEA RATES							
TITLE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RN INMATE SERVICES SPECIALIST	38,083	38,980	39,876	40,766	41,659	45,164	46,202
CERTIFIED ALCOHOL SUBSTANCE ABUSE COUNSELOR (CASAC)	35,400	36,295	37,190	38,087	38,982	39,878	40,773
LPN	34,620	35,519	36,410	37,305	38,198	41,703	42,739
BLDG. MAINT. MECH. LIBRARY CLERK	27,998	28,890	29,782	30,679	31,568	34,614	35,645
CORRECTION COUNSELOR TELECOMMUNICATOR	27,957	28,846	29,714	30,636	31,529	34,573	35,603
COOK ACCOUNT CLERK II	27,346	28,236	29,135	30,025	30,919	33,915	34,950
CLERK-STENO I SR. STORE CLERK	26,125	27,014	27,910	28,805	29,699	32,612	33,642
BLDG. MAINT. HELPER	25,610	26,508	27,403	28,296	29,187	32,064	33,099
ACCOUNT CLERK	22,936	23,828	24,719	25,610	26,508	29,199	30,232
CLERK TYPIST I / KEYBOARD SPECIALIST DATA ENTRY OPERATOR	22,695	23,586	24,480	25,457	26,271	29,199	30,232
CLERK I COURT MATRON SWITCHBOARD OPERATOR FOOD SERVICE HELPER STORE CLERK USER SPECIALIST	22,337	23,233	24,126	25,020	25,912	28,560	29,597
SR. TELECOMMUNICATOR	29,316	30,208	31,075	31,998	32,892	35,934	36,963
CLINIC ASSISTANT	28,206	29,070	29,940	30,804	31,668	34,407	35,410

2005 CSEA RATES							
TITLE	BASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
RN	39,606	40,539	41,471	42,397	43,325	46,971	48,050
INMATE SERVICE SPECIALIST							
CERTIFIED ALCOHOL SUBSTANCE ABUSE COUNSELOR (CASAC)	36,816	37,747	38,678	39,610	40,541	41,473	42,404
LPN	36,005	36,940	37,866	38,797	39,726	43,371	44,449
BLDG. MAINT. MECH.	29,118	30,046	30,973	31,906	32,831	35,999	37,071
LIBRARY CLERK							
CORRECTION COUNSELOR	29,075	30,000	30,903	31,861	32,790	35,956	37,027
TELECOMMUNICATOR							
COOK	28,440	29,365	30,300	31,226	32,156	35,272	36,348
ACCOUNT CLERK II							
CLERK-STENO I	27,170	28,095	29,026	29,957	30,887	33,916	34,988
SR. STORE CLERK							
BLDG. MAINT. HELPER	26,634	27,568	28,499	29,428	30,354	33,347	34,423
ACCOUNT CLERK	23,853	24,781	25,708	26,634	27,568	30,367	31,441
CLERK TYPIST I / KEYBOARD SPECIALIST	23,603	24,529	25,459	26,475	27,322	30,367	31,441
DATA ENTRY OPERATOR							
CLERK I	23,230	24,162	25,091	26,021	26,948	29,702	30,781
MATRON							
SWITCHBOARD OPERATOR							
FOOD SERVICE HELPER							
STORE CLERK							
USER SPECIALIST							
SR. TELECOMMUNICATOR	30,489	31,416	32,318	33,278	34,208	37,371	38,442
CLINIC ASSISTANT	29,334	30,233	31,138	32,036	32,935	35,783	36,826

Article 26 – Section 16 **Tardiness**

Additional language...

It is understood that excessive tardiness is just cause for disciplinary action. The County, however, recognizes that there are instances of excused tardiness, including a daily grace period of five (5) minutes at the beginning of each shift. Discretion and unforeseen circumstances beyond this grace period will be taken into consideration.

Excessive tardiness is defined as three (3) or more occurrences of reporting late to work during any one of the following calendar periods:

January, February, March
April, May, June
July, August, September
October, November, December

Penalties for excessive tardiness subject to the contract disciplinary procedure, may be as follows:

4. Verbal Warning
5. Written Warning
6. Letter of Reprimand
7. Loss of one (1) vacation day
8. Loss of two (2) vacation days
9. Loss of three (3) vacation days
10. One (1) day suspension without pay
11. Two (2) days suspension without pay
12. Three (3) days suspension without pay
13. One (1) day suspension without pay and loss of one (1) vacation day
14. Two (2) days suspension without pay and loss of two (2) vacation days
15. Three (3) days suspension without pay and loss of three (3) vacation days
16. Disciplinary penalty proposed at the discretion of the Sheriff to include, but not limited to: increased fines, increased suspension or termination.



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

